



Cornell University ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Finkelstein Memorial Library and Finkelstein Memorial Library Staff Association Local 2410, District Council 66, AFSCME, AFL-CIO (2004)**

Employer Name: **Finkelstein Memorial Library**

Union: **Finkelstein Memorial Library Staff Association, New York District Council 66, AFSCME, AFL-CIO**

Local: **2410**

Effective Date: **07/01/04**

Expiration Date: **06/30/07**

PERB ID Number: **7198**

Unit Size: **61**

Number of Pages: **50**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

we / 7198

AGREEMENT BETWEEN
THE FINKELSTEIN MEMORIAL LIBRARY
AND
FINKELSTEIN MEMORIAL LIBRARY STAFF ASSOCIATION
LOCAL 2410 AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES (AFSCME)

EFFECTIVE JULY 1, 2004 – JUNE 30, 2007

RECEIVED

JUL 18 2005

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

61

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	Preamble	1
I	Purpose	1
II	Recognition	1
III	Aid to Other Union	2
IV	Management Responsibilities	2
V	Discrimination and Coercion	2
VI	Payment of Union Dues	3
VII	Bulletin Boards	4
VIII	Access to Premises	4
IX	Hours of Work	4
X	Rest Periods	8
XI	Holidays	8
XII	Annual Leave	10
XIII	Sick Leave	12
	(a) Sick Bank	13
	(b) Illness in Family	14
XIV	Paid Leaves of Absence	15
	(a) Personal Leave	
	(b) Death in Family	
	(c) Jury Duty	
	(d) Civil Service Examinations	
	(e) Conference Attendance	
	(f) Educational Leaves	

<u>ARTICLE</u>		<u>PAGE</u>
XV	Unpaid Leaves	17
XVI	Retirement Plan	19
XVII	Health Insurance	19
XVIII	New York State Disability	20
XIX	Death of an Employee	20
XX	Grievance Procedure and Arbitration	20
XXI	Discipline and Discharge	24
XXII	General Rights	25
XXIII	Seniority	26
	(a) Probation	26
	(b) Physical Examination	27
XXIV	Work Force Changes	27
XXV	Overtime	33
XXVI	Labor Management Committee	34
XXVII	Union Activities on Employer's Time and Premises	34
XXVIII	Salary and Classification	35
	(a) Longevity Increases	
	(b) Mileage Reimbursement	
XXIX	Emergency Closing of the Library	36
XXX	Health and Safety	36
XXXI	Miscellaneous	37
XXXII	Savings Clause	38
XXXIII	Total Agreement	38

<u>ARTICLE</u>		<u>PAGE</u>
XXXIV	Statutory Provisions	39
XXXV	Appendices	39
XXXVI	Termination of Agreement	39
	Signatures	40
	Annual Union Salary Schedule	APPENDIX A
	Hourly Union Salary Schedule	APPENDIX A1
	Annual Wage Increases	APPENDIX B

Preamble

The Board of Trustees of the Finkelstein Memorial Library shall hereinafter be referred to as the "Employer" and the Finkelstein Memorial Library Staff Association Local 2410, and District Council 66, American Federation of State, County and Municipal Employees, AFL-CIO, (AFSCME) shall hereinafter be referred to as the "Union".

The male pronoun or adjective where used herein refers to the female also.

ARTICLE I - Purpose

It is the purpose of this Agreement to promote and ensure harmonious relations, cooperation and understanding between the Employer and employees covered hereby, to ensure true collective bargaining, and to establish proper standards of wages, hours and working conditions.

ARTICLE II - Recognition

Section 2.1 - The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and working conditions for all employees of the Finkelstein Memorial Library, except for the Director, Assistant Director, Business Manager, Secretary to the Library Director, Account Clerk/Typist, Telephone Operator/Typist, Senior Circulation Supervisor, all Board of Trustees employees, Department Heads, and persons employed on a consulting basis.

Section 2.2 - The Employer shall make available to the Union, upon its written request, any and all information and statistics the Employer has heretofore compiled and records or customarily maintains which are relevant to negotiations or necessary to the proper enforcement of this Agreement except for the confidential medical records of an employee which may be viewed only with the employee's consent.

Section 2.3 - The Employer agrees to provide information to the Union with respect to the current status of each employee and all new employees hired, his job classification, salary, home address and whether his employment is on a permanent, provisional, temporary or seasonal basis.

Section 2.4 - Agency Shop - Management has agreed to provide an Agency shop by contract. Effective 7/1/88, the Finkelstein Memorial Library and the Union shall enter into an agency shop agreement whereby there will be deducted from each employee who is not a member of the union the current monthly rate of union dues.

ARTICLE III - Aid to Other Union

The Employer agrees and shall cause its designated agents not to aid, promote or finance any other labor group or organization which purports to engage in collective bargaining or to make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE IV - Management Responsibilities

The Employer shall have the right to determine its services, staffing and scheduling; the right to direct and control any and all persons during the performance of their duties in the library and the right to hire, transfer, promote, discipline, demote, suspend or discharge any such persons except where limited by the terms of this Agreement and Civil Services Law and Rules.

ARTICLE V - Discrimination and Coercion

Section 5.1 - The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Section 5.2 - The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union.

ARTICLE VI - Payment of Union Dues

Section 6.1 - The Employer agrees to deduct Union Membership dues in accordance with the amount certified by the Union to the Employer and to maintain such dues deductions in accordance with the terms and conditions of the form for Authorization for Payroll Deduction of Union Dues provided by the Union from the pay of all employees who have executed such Authorization for payroll deduction of Union dues, copies of which authorization shall be forwarded to the Employer.

Section 6.2 - Payroll deduction of Union Dues under the properly executed authorization for Payroll Deduction of Union Dues form shall become effective at the time the form is signed by the employee, and union dues shall be deducted by the next full pay period and once a month thereafter from the pay of the employee.

The aggregated total of all such deductions shall be remitted each month to the designated financial officer of the Union together with a list from whom dues have been deducted.

Section 6.3 - It is understood that in the event that an employee's earnings are insufficient to provide for all necessary and authorized deductions, Union dues will be considered last in arithmetical sequence; therefore where the residual amount of pay after all other deductions is less than the full amount of dues no fractional amount of deduction will be made or carried over for deduction in any subsequent payroll period.

Section 6.4 - Revocation of Authorization Cards shall be subject to the conditions thereon.

Section 6.5 - Any changes in the amount of Union dues to be deducted must be certified by the Union in writing and forwarded to the Employer.

ARTICLE VII - Bulletin Boards

The Employer shall furnish and maintain suitable bulletin boards to be used by the Union.

ARTICLE VIII - Access to Premises

The Employer agrees to permit representatives of the International Union, the Union Council and the Local Union to enter the premises of the Employer for discussion of working conditions with employees, provided:

- a) Prior notification is made to the Director or in his absence, the Acting Director;
- b) Such representatives first check in with the Library Director, or in his absence, the Acting Director;
- c) The Union shall not engage in collection of penalties or assessments, solicitation of members, or drives for membership during working hours.

ARTICLE IX - Hours of Work

Section 9.1 - A work week shall consist of thirty-five (35) hours, except a work week shall consist of forty (40) hours for custodial and security staff.

Section 9.2 - Salaried employees shall not be required to work more than one evening per week unless the Employer requires additional evening scheduling of work hours due to an emergency or financial exigency.

Section 9.3 - Salaried employees shall not be required to work more than one Saturday in every four (4) weeks unless the Employer requires additional Saturday scheduling of work hours due to an emergency or financial exigency.

Section 9.4 - An hourly part timer is defined for purposes of this contract as a permanent employee who is paid hourly and works seventeen (17) hours per week or less. It is agreed that these hourly employees on occasion may work more than the seventeen (17) hours, but in no event work consistently more than the scheduled hours.

Part time employees (seventeen and a half hours (17 1/2) and employees who are less than full time but more than half time) paid on a salaried basis are excluded from this definition. Examples of hourly part time workers include security personnel and permanent part time employees. An hourly part time worker may be scheduled to work more than two (2) nights per week and one Saturday per month if the schedule requires.

Section 9.5 - Salaried employees shall not be required to work on Sundays unless the Employer requires additional Sunday scheduling of work hours due to an emergency or financial exigency.

Section 9.6 - All of the provisions of Article IX of this agreement up to this point shall be applicable only to salaried employees whose employment commenced prior to the 1st day of January 1976.

Section 9.7 - All employees appointed subsequent to the first day of January 1976 are expected to work one (1) evening per week and one Saturday per month unless specifically exempted at the time of appointment. In general, no employee will be hired with such an exemption. The regulation governing Saturday hours shall not apply to Sabbath observers whose time shall be arranged during the week.

Sabbath Observers hired after January 1, 2004 will be required to work one Sunday every four weeks at straight time (the five hours to be part of the 35-hour work week) to fulfill the responsibility of the Saturday work required of all staff. Additional Sundays worked will be at time and a half as per this contract.

Beginning July 1, 2001, the Senior Clerk in Adult Services and the Library Clerk-Typist I in Technical Services will be exempt from the night and Saturday requirement.

Section 9.8 - Usually employees will be scheduled for one (1) evening per week and every fourth (4th) Saturday, but it may be necessary for an employee to work an additional evening or Saturday if, in the opinion of the Library Director or his representative, the schedule mandates it. The limitations of evening, Saturday, and Sunday hours in the preceding Sections shall not apply to custodial personnel, security personnel and Page Supervisor (Library Clerk I).

Section 9.9 - Employees scheduled for Saturday work will receive compensatory time off. Whenever possible, this compensatory time off will be assigned during the week preceding the Saturday to be worked but may be assigned during the week following depending on the needs of the department.

Section 9.10 - The Library will be open from 9 a.m. to 1 p.m. on Saturdays beginning the first Saturday after Father's Day and return to a full day the first Saturday after school opens. Scheduling will be done within each Department. Making up the three hours can be done within the two-week pay period.

Section 9.11 - \$40.00 will be paid to all employees asked to work a split shift for the convenience of the Library.

Section 9.12 - Flex Time - The adjustable scheduling will be offered to meet the changing needs of individual and family lifestyles. It is voluntary and available at staff request only. It is not compensatory time, given for Saturdays worked, the Friday after Thanksgiving, or for any other additional hours as per the contract. This is an adjustment to the schedule to meet a long term need. Requirements for the use of Flex Time are as follows:

1) Within each public service department, desk coverage must be the highest priority. Approval of schedule variance must be at the convenience of the department, subject to adequate coverage as determined by the immediate supervisor.

2) Application must be made in writing to the Department Head. Response will be made in writing.

3) Applicant must allow fifteen (15) days to process request.

4) Offered on a first come/first serve basis.

5) Applicant must maintain a good attendance record.

6) Employee must be able to work without supervision.

7) Schedules will normally be adjusted for a three (3) month period, at the discretion of the Department Head.

8) Adjusted schedules may begin as early as 8:30 a.m., if the need of the department so warrants it.

9) This section is not applicable to Sunday which remains voluntary.

10) When a holiday falls on an employee's flex day (s/he is working more or less than the standard 7 or 8 hours), this day will be considered a part of the normal work week and the employee will not receive either paid nor compensatory time for hours that will equal either more or less than the standard hours in their work week. For example, if the number of hours in the standard work week is 35 and the employee works 8 on the day in question, only 7 hours will be considered holiday time.

ARTICLE X - Rest Periods

Section 10.1 - All employees' work schedules will provide for a fifteen (15) minute rest period during each half day (3 ½ hours) shift. The rest period shall be scheduled as close to the middle of each half day shift as is practicable. Employees may not leave the library building/grounds during rest periods except in emergency situations and then only with the permission of their immediate supervisor.

Section 10.2 - No time may be made up, nor overtime worked, during meal hours except with the approval of the Department Head.

Section 10.3 - All employees working more than five (5) hours per day and covered by this Agreement will have a lunch period of one (1) hour.

ARTICLE XI - Holidays

Section 11.1 - The following holidays on which the Library is closed shall be recognized as paid holidays under this Agreement: New Year's Day, Memorial Day, Independence Day, Labor Day, Rosh Hashanah, Yom Kippur, Thanksgiving Day and Christmas Day.

The Library will be open for public use from 12 noon to 5 p.m. on the following holidays: Martin Luther King, Jr's, Birthday, Lincoln's Birthday, Washington's Birthday, Columbus Day and Veterans' Day. All staff working on these holidays will receive their regular holiday pay plus compensation at the rate of one and a half (1 1/2) times their regular hourly rate for the number of hours worked. The opportunity to work will be rotated among staff volunteers on an equal basis.

The Friday after Thanksgiving is to become a day open for public use from 9 a.m. - 1 p.m. All staff working on this holiday will receive their regular holiday pay plus compensation at the rate of one and a half (1-1/2) times their regular hourly rate of pay for the number of hours worked. (Time off in lieu of pay will be at the discretion of the Department Head.)

Section 11.2 - The Library shall be closed at one (1) o'clock on Good Friday, the day preceding New Year's Day, Christmas Day, Rosh Hashanah, Yom Kippur and Thanksgiving, and those times shall be considered paid holidays under the terms of this Agreement.

Section 11.3 - When the 4th of July falls on a Tuesday, Wednesday, Thursday or Friday, the hours of operation on the day preceding the holiday shall be 9 a.m.-6 p.m.

Section 11.4 - When a Holiday falls during a weekend or an employee's vacation or on a day on which he is not scheduled to work, equivalent non-work days shall be granted to the employee for any day or days he wishes, provided sufficient notice is given, and the schedule permits.

Section 11.5 - The Department Head and/or Director reserves the right to request a doctor's note for an absence for health reasons when an employee is absent more than three (3) times in a calendar year on the day prior to or subsequent to a paid holiday, unless such absence has been approved before payment for the holiday is granted.

Section 11.6 - Employees whose work day differs from the standard seven (7) hours, shall be paid their current daily rate of pay for the Holiday.

Section 11.7 - The Employer shall not change an employee's work schedule for the purpose of avoiding holiday or overtime pay when all the employees regularly scheduled to work are available and the Employer in its sole discretion does not require rescheduling.

Section 11.8 - Any employee not scheduled to work on any of the aforesaid holidays shall receive an additional non work day.

Section 11.9 - For the purpose of computing overtime, all holiday hours not worked for which an employee is compensated, shall be regarded as hours worked.

Section 11.10 - All compensatory time earned for holidays or any other purpose shall be taken within no more than thirty days.

ARTICLE XII - Annual Leave (Vacation)

Section 12.1 - Employees covered by this Agreement shall be entitled to the following annual leave (vacation) with pay:

a) Full time professional employees shall be entitled to twenty (20) working days of annual leave per full calendar year (vacation) after completing their first three (3) months of employment.

b) All other full time employees (clerical, custodial, et al) shall be entitled to ten (10) working days of annual leave (vacation) per year during their first full calendar year of employment and after completing their first three (3) months of employment. The Library Director may waive the three month waiting period.

c) During the employee's second full calendar year of employment, they shall be entitled to fifteen (15) working days of annual leave (vacation). Beginning with the employee's third full calendar year of employment, they shall be entitled to twenty (20) working days of annual leave (vacation).

d) After five (5) years of employment and for every five (5) years thereafter, one day vacation will be added, up to a maximum total of 30 days. For the purposes of computing vacation time, the seniority date (the first date of hire), excluding time worked as a substitute, will be used as the start date.

e) No annual leave (vacation) shall be authorized for part time hourly employees hired after the effective date of this Agreement until they have been in the service of the Employer for a period of two (2) years.

Section 12.2 - January 1st of each year shall be considered the anniversary date for the calculation of employee annual leave (vacation). Each employee shall accrue up to ten (10) days vacation leave which may be carried over only to the following year.

a) Full time employees hired BEFORE July 1st of any year shall be entitled to annual leave prorated on the basis of the months remaining in that year. These prorated annual leave days may be taken in that year, after the three month probation period. The Department Head and/or the Library Director may waive the three month waiting period. Unused annual leave days will be added, on a one time basis, to the employee's annual leave for the year immediately following.

b) Full time employees hired AFTER July 1st of any year shall be entitled to annual leave prorated on the basis of the months remaining in that year. These annual leave days shall be taken, schedule permitting, as they are earned by the employee. Any annual leave unused will be added, on a one time basis, to the employee's annual leave for the year immediately following.

Section 12.3 - Any employee who is laid off, discharged, retired or separated for any reason, shall be compensated in cash/check for the unused vacation he has earned at the time of separation.

Section 12.4 - If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation leave may be extended one (1) additional day.

Section 12.5 - Annual leave (vacation) credits shall not accrue during any month in which an employee:

a) is appointed after the fifteenth (15) calendar day of the month, or

b) is terminated before the sixteenth (16th) calendar day of the month, or

c) is on leave without pay for more than one half of his scheduled work time per month.

ARTICLE XIII - Sick Leave

Section 13.1 - Any employee contracting or acquiring any non service connected sickness or disability which renders such employee unable to perform the duties of his employment, is quarantined by Health Authorities, or must make medical visits which cannot be scheduled during non working hours as a result of any illness or injury, shall receive sick leave with pay as follows:

a) Full time employees shall be allowed up to fifteen (15) sick leave days with pay per annum.

b) All other full time employees hired after January 15th shall be allowed paid sick leave prorated on the basis of the months remaining in that year.

c) Employees who have been employed for two years or more and who work less than full time shall be allowed sick leave with pay on a prorated basis to be computed on the number of hours worked during their normal work week.

d) January 1st of each year shall be considered the anniversary date for the calculation of the employee's sick leave allowance.

Section 13.2 - Employees shall accrue sick leave on a pro-rata basis to a maximum of one hundred and thirty days (130) for purposes of leave. Days accumulated over and above 130 days will be recorded and available for use by the employee in case of catastrophic illness such as heart attack, stroke, cancer or other long term disabling condition as determined by the Board of Trustees on a case-by-case basis. Such determination by the Board of Trustees will not be made without medical verification of the illness and discussion with the Union's Executive Board. Time will first be charged to accumulation over one hundred thirty (130) days only in case of catastrophic illness as defined in this section. Accumulated sick leave, not to exceed one hundred (100) days may be taken as leave with pay upon retirement.

Section 13.3 - Sick leave credits shall not accrue during any month in which an employee:

- a) is appointed after the fifteenth (15th) calendar day of the month, or
- b) is terminated before the sixteenth (16th) calendar day of the month, or
- c) is on leave without pay for more than one half of his scheduled work time per month, and
- d) sick leave, annual leave and personal leave must be taken in one half hour units or multiples thereof.

Section 13.4 - A Sick Bank will be set up as follows:

- a) Union members who elect to participate in the sick leave bank shall participate on a voluntary basis.
- b) They shall contribute two days of accumulated sick leave to begin.
- c) The maximum number of days in the sick bank shall equal three times the number of participants. The Library will provide the necessary days to bring the Bank up to the maximum level.
- d) New employees must work two (2) years before electing to join the sick bank.
- e) All employees shall be eligible to contribute sick leave days, but employees not electing to waive two days shall not be eligible to receive time from the sick bank.
- f) It shall be an additional prerequisite that before any employee is eligible to receive time from the sick bank, she/he must have accumulated ten (10) sick leave days prior to catastrophic illness.
- g) The Bank shall be administered by a committee of two (2) representatives appointed by the Board and three (3) appointed by the Union who shall act upon withdrawals.

h) Withdrawals from the sick bank shall be limited to unit members who have contributed to the bank and are involved in an extended disability resulting from illness or accident and who have exhausted their sick leave, vacation, and personal leave days. The decision of the above committee shall be final and binding upon the unit member, the Board and the Union with respect to the administration of the sick leave bank.

i) No member may receive more than fifty (50) days from the sick leave bank at the discretion of the committee.

j) Prior to granting a request for use, the committee shall have the right to require the unit member to submit a medical verification and have the evidence of such verification considered by the sick leave bank committee.

k) If sick leave bank days have been reduced to half the maximum, participants will be asked to waive one day and the Library will make up the difference, up to a maximum of one day per contributor, to equal three times the number of participants in the sick bank. Contributors may voluntarily choose to donate more than one day, up to a maximum of five days. The additional donations will not affect the Library's contribution.

l) Those employees who have more than 700 hours of accrued sick leave may give 35 hours to the Sick Bank upon retirement or resignation.

Section 13.5 - In the event of an emergency illness or disability of a member of the family (parent, spouse, child) of an employee which requires the employee's presence, family sick leave with pay may be authorized up to a maximum of five (5) work days in any one (1) calendar year subject to the approval of the Director. Such approval shall not be unreasonably denied. In no instance may family sick leave be accumulated or used in lieu of personal or annual leave.

Section 13.6 - No sick leave (nor Family Sick Leave) shall be authorized for part time hourly employees hired after the effective date of this Agreement until they have been in the service of the Employer for a period of two years.

Section 13.7 - In case of extended illness or serious injury, if all personal leave, compensatory time, vacation leave, sick leave and catastrophic sick bank leave are exhausted, fifteen (15) additional days with pay may be granted subject to medical verification of the illness.

Section 13.8 - Absence due to compensable injury.

a) Employees who are unable to perform the duties of their employment because of injuries received in the service of the Employer will receive full pay while unable to work, for a period of up to two (2) months.

b) Employees who receive Workman's Compensation and/or Disability Benefits shall be eligible to receive a supplemental sum equal to the difference between their wages and their compensation benefits.

Section 13.9 - Employees working less than one half (1/2) time required to schedule a medical visit during working hours may be required to submit to the Personnel Office upon the request of the Library Board, a doctor's certificate substantiating that the visit was made and could not be scheduled at a time other than when the employee was working.

Section 13.10 - Any employee eligible for disability leave and/or worker's compensation is required to notify the Library Director the anticipated length of the leave and further to report in writing to the Director every three weeks subsequent to the initial anticipated return date concerning his/her progress and the status of his/her expected new date of return to work. The responsibility of communicating this knowledge to the Director belongs to the employee.

ARTICLE XIV - Paid Leave of Absence

Section 14.1 - All employees covered by this Agreement are entitled to four (4) days personal leave each year.

All eligible part-time employees are entitled to personal leave on a prorated basis.

Section 14.2

a) In the event of death in the immediate family of an employee or his/her spouse, the employee shall be allowed five (5) working days leave of absence with no loss of pay.

b) Immediate family shall be defined as employee's or spouse's parent, child, spouse, grandparent, grandchild, brother, sister, or any relative residing in the personal household of the employee.

c) Depending on the relationship of the deceased, five days may not be sufficient and in this instance additional time may be granted by the Employer.

d) In the event of the death of an employee's or spouse's brother in-law, sister-in-law, aunt or uncle, the employee shall be allowed three (3) working days leave of absence with no loss of pay, and one (1) working day leave of absence with no loss of pay for a niece or nephew.

Section 14.3 - Employees compelled to appear as a witness or as a juror before a court or other public body on any matter in which they are not personally involved as a plaintiff or defendant shall be granted leave with pay for the necessary period. Personnel required to report for jury duty must select the one hour call option, if available, which enables the employee to report to his/her regular assignment - except on days on which the employee has been informed by the Jury Commissioner's office that he/she must report for jury duty.

The one hour call option, which is available in Rockland County courts, will require that you provide the Commissioner of Jurors with the library's telephone number at which you may be reached.

Employees who report for jury duty in Rockland County and are excused prior to 1 p.m. are expected to report back to the library for the remainder of the work day.

Section 14.4 - An employee shall be given leave with pay to take any Rockland County Civil Service examination provided such examination will qualify the employee for promotional opportunity within the library.

Section 14.5 - It is the policy of the Board of Trustees to encourage professional development of employees in the Union. The following conditions shall apply for full time employees:

a) All employees covered by this Agreement who attend a meeting or conference as an official delegate of the library shall be given leave with pay and full reasonable reimbursement for expenses incurred for transportation, lodging, registrations and meals.

b) The privilege of attendance at professional meetings and workshops will be rotated among full time employees, schedule permitting, and with the approval of the Library Director and Board of Trustees.

Section 14.6 - An employee may be granted a leave of absence with pay to attend library courses. Vacation time is not to be included in that leave of absence.

ARTICLE XV - Unpaid Leaves

Section 15.1 - Personal leaves of absence shall be granted without pay up to a maximum of one (1) year. Requests for personal leaves of absence shall not unreasonably be denied. Except in emergency situations, personal leaves of absence must be requested one month in advance. These leaves must be requested of and approved by the Department Head first. The workflow of the Library must not be compromised. It is expected that the requestor will have a history of good attendance. Leave without pay will only be granted after all leave time is exhausted, and must not be used in lieu of earned time (sick leave, family sick, vacation, etc.). Preference for approval will be given to cases involving illness, illness or death of a relative, birth or adoption of a child or other emergency situation before time for additional vacation.

When unplanned leave is needed, an employee should be considerate of his/her colleagues and call in at least one hour prior to the scheduled start time. This will enable in-charge staff to call in substitutes or make other arrangements for coverage. When calling in, an employee must speak to a person, either the in-charge librarian or in-charge clerical supervisor, if you cannot reach your own supervisor. Employees are requested NOT to leave a voice mail message that will not be picked up until the following day. (This does not apply to the early call in number that is to be used before the library opens.)

Section 15.2 - An employee shall be granted, upon request, subject to reasonable prior notification, a leave of absence for the birth or adoption of a child subject to the following conditions.

a) An employee who has been in the Library's employment 12 months or more may be granted up to 12 weeks of Family Leave in any one year in connection with (1) the employee's personal illness, (2) the birth or adoption of a child, or (3) for the employee to cared for a seriously ill spouse, child or parent. This leave without pay shall be granted after all accrued leave has been exhausted and the Board may require that a doctor's certificate be provided substantiating the employee's request.

b) An employee may use any unused portion of sick leave or annual leave as Family leave for the birth or adoption of a child.

c) The use of Family Leave shall not result in the loss of employee seniority.

Section 15.3 - At the request of the Union, a leave of absence without pay up to a maximum of one (1) year shall be granted to any employee required to perform any function on behalf of the Union. All such requests must be made in writing to the Director at least three (3) months in advance of leave.

ARTICLE XVI - Retirement Plan

The Employer agrees to continue to pay the full amount of the Employee's retirement contribution to the New York State Retirement System for the 1/60 Improved Non-Contributory Plan except for those in Tier III and IV who are required to make a 3% contribution.

ARTICLE XVII - Health Insurance

Section 17.1 - The Employer agrees to continue to pay the entire cost of the full time employees' membership in the Empire Plan - CORE Plus Medical and Psychiatric Enhancements.

Section 17.2 - The Employer agrees to pay 50% of the cost of enrolling the eligible members of the employees' immediate family in the Empire Plan -Core Plus Enhancements program.

Section 17.3 - The Employer agrees to continue to pay the entire cost of the New York State Health Insurance Program for those employees who retire after eight (8) years' employment.

Section 17.4 - The Employer agrees to provide the next level of GHI Dental for the individual full time employee, effective January 1, 2002. It is further agreed that the Employer shall not contribute to a dental plan for retired employees, but the retired employee can continue under the dental plan by reimbursing the Employer for the premiums paid after retirement. The Employer agrees, if such option is available, to permit the enrollment of eligible members of the employee's immediate family in the dental plan, the cost of which shall be borne by the employee.

Section 17.5 - Effective July 1, 2001, the employer agrees to reimburse full time employees on presentation of a voucher up to \$300 every other year toward the cost of an eye examination and optical wear.

ARTICLE XVIII - New York State Disability

Section 18.1 - The Employer agrees to cover each employee under the New York State Disability Plan at no cost to the employee for the term of this Agreement.

Section 18.2 - Employees shall receive a supplemental sum equal to the difference between their wages and their Disability benefits upon their option but such supplemental sums shall be deducted from sick leave credits, or vacation credits, when sick credits have been exhausted. If any employee elects to use his sick leave for the purpose of maintaining his full pay status during the period of his disability, he shall be required to endorse his disability compensation checks back to the Employer. Upon the exhaustion of all sick leave credits an employee may have accumulated, the employee shall then no longer be required to endorse his compensation check over to the Employer.

ARTICLE XIX - Death of an Employee

In the event of the death of an employee, the Employer shall pay to his estate: unpaid wages (including overtime) to date of death plus an additional month's wages, plus payment for any unused personal, vacation or sick leave.

In addition, regular death benefits as provided by the New York State Employees Retirement System shall be paid to the deceased employee's estate.

ARTICLE XX - Grievance Procedure and Arbitration

Section 20.1 - The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those problems which from time to time may arise and affect the conditions of employment of the employees covered by this Agreement. It is mutually agreed that prompt adjustment of grievances is desirable in the interest of sound relations between the employees and Employer.

Section 20.2

a) The term "grievance" shall mean a dispute or difference arising under the terms of this Agreement.

b) Employee, whenever used may also denote a group of employees.

c) Working days as used herein shall not include Saturdays, Sundays or holidays.

Section 20.3 - In the event the Employer does not respond within the time limits set forth herein, the grievance shall be deemed settled in favor of the union.

Section 20.4 - The aggrieved employee shall have the right to representation by a steward and the appropriate authority shall arrange for such steward's presence in the First Step Grievance Hearing. It is also agreed that such representation shall be available to the employee aggrieved for the purpose of investigating the claim of the employee.

Section 20.5 - Employees selected by the Union to act as Union representatives shall be known as "Stewards." The names of employees selected as stewards, and the names of other union representatives who may represent employees shall be certified, in writing, to the Employer by the local Union, and the individuals so certified shall constitute the Union Grievance Committee.

The union shall be permitted to appoint four (4) stewards to represent the appropriate departments.

Section 20.6

a) The elected Union Stewards may investigate and process grievances during working hours without loss of pay or time. The Steward shall advise the Department Head prior to investigating and processing a grievance of when this will be done and if it will be necessary to leave the assigned workplace.

b) In the event that this right is abused by a Union Steward, he shall be required upon written notice from the Library Director to the Union President and the Union Steward, to seek the permission of his immediate supervisor to leave his place of work to engage in the investigation and processing of grievances.

Section 20.7 - The following Grievance Procedure shall be in effect:

Step One: The employee with a grievance and/or his Union Steward or Union Representative shall discuss the matter with the immediate supervisor or Department Head to whom he is responsible and who has the authority to deal effectively with the grievance. The supervisor shall make every effort to resolve the matter, or shall orally respond to the steward or representative within three (3) working days.

Step Two: If the grievance or dispute remains unsettled, it shall be presented in writing setting forth the facts of the grievance and the relief sought to the Director of the Library or his designee. A meeting on the question shall be held within five (5) working days of the Director's receipt of the grievance, between the stewards and the President of the Local and the Director or his designee. A written answer by the Director shall be submitted to the Union President and Steward within five (5) working days. The Union shall have ten (10) working days to respond in writing to management about the grievance.

Step Three: If the grievance is not satisfactorily settled by submitting to Step II, it shall be presented in writing to the Board of Trustees, i.e., the Secretary to the Board, or in his absence, directly by Certified Mail to the President of the Board. The Board of Trustees or its designee, and the Union Steward and Union President shall consider the grievance at a meeting to be held within ten (10) working days after submission of the grievance to the Board of Trustees. The Union President may request an International Union Representative or District Council Representative to attend the meeting.

Within five (5) working days after the Step Three meeting, the Board of Trustees shall submit a written answer to the Union President. If the Employer does not answer within the time periods set forth herein for that purpose, the matter shall be deemed settled in favor of the Union. It is also understood that if either of the parties to this Agreement deems there is a question of broad enough importance to exist, the party feeling so aggrieved shall have the right of submission of a grievance directly to the other in writing without resort to previous steps to be discussed within five (5) working days after submission by those named as participants in Step Three herein. If a decision satisfactory to the Union at any level of the grievance procedure is not implemented within a reasonable time, the Union may reinstitute the original grievance at Step Three of the grievance procedure; or if a satisfactory Step Three decision has not been so implemented, the Union may commence arbitration.

Step Four: If the matter is not satisfactorily settled in Step Three above, the aggrieved party shall have the right to submit the issue to impartial arbitration as hereinafter provided, with thirty (30) calendar days after receipt of the written answer of the other party.

Section 20.8

a) The arbitrator shall have no power to add to, subtract from, alter or modify any of the terms of this Agreement. The decision of the arbitrator shall be final and binding upon both parties.

b) The expenses of the arbitrator shall be shared equally by the parties.

c) If a matter is submitted to arbitration, the parties shall consult with each other about agreeing upon a mutually acceptable arbitrator. If no decision is reached within ten (10) days after the meeting is noticed for arbitration, the grieving party shall submit the issue to the American Arbitration Association for the designation of an impartial arbitrator within its rules and the arbitration shall be conducted under those same rules.

Section 20.9 - A grievance may be withdrawn by the Union anytime during Steps 1, 2 or 3 of the Grievance Procedure, and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any other grievances.

ARTICLE XXI - Discipline and Discharge

Section 21.1

a) The only procedure for taking disciplinary action or measure against any employees covered by this Agreement shall be as set forth in the following sections and shall, in addition, apply in lieu of Sections 75 and 76 of the Civil Service Law for the employees who would otherwise be covered by those sections.

b) Disciplinary action or measures shall include only Oral Reprimand, Suspension and/or Discharge.

c) Disciplinary action may be imposed upon an employee only for just cause. When any action or measure is imposed upon or is pending against an employee, then the Employer shall notify the employee, the Union President, and the Union Steward in writing of the specific reasons for such disciplinary action being imposed and the proposed penalty. The written notification shall contain a detailed description of the charges, which shall include dates, times and places. The written notification to the employee shall indicate that one (1) copy has been sent to the appropriate Union Steward and one (1) copy to the Union President. Notification to the Union shall be made within three (3) consecutive work days (Monday -Friday) of notice given to the employee.

Section 21.2 - When the Employer feels there is just cause for a disciplinary or discharge action to be taken against an employee and such action is taken, or notification is given that such is pending, the action may be appealed by the employee through the Union and be processed as a grievance matter at the third (3rd) step of the grievance procedure within ten (10) working days of receipt of such notification by the Employer. The matter shall be handled in accordance with this procedure through the arbitration step, if deemed necessary by the Union.

Section 21.3 - If, in any case where an employee has been suspended pending the outcome of an arbitration proceeding, an arbitrator finds that such suspension or discharge was unwarranted or that the penalty was too severe, then the employee shall be reinstated and compensated for all lost time, and all other rights and conditions of employment as may be determined by the arbitrator.

Section 21.4 - An employee shall not be disciplined for acts which occurred more than one (1) year prior to the imposition of the discipline.

Section 21.5 - Shifts, job assignments, transfer or reassignment to another division or unit shall not be made for the purpose of imposing discipline.

Section 21.6 - All employees covered by this Agreement shall have the opportunity of reviewing their personnel file maintained by the Employer. This file shall contain their personnel application, evaluations, and all letters of commendation, reprimand, suspension, and any and all actions that have taken place during his employment with the Employer.

ARTICLE XXII - General Rights

Section 22.1 Except as otherwise herein specifically provided, nothing herein shall be deemed to impair any existing conditions of employment more beneficial than those provided herein.

Section 22.2 - The Agreement supersedes any Personnel Policy that was in existence prior to the effective date of this Agreement.

Section 22.3 - Any rules and/or regulations pertaining to hours, wages, and working conditions shall be subject to negotiation and must be agreed to by the Union before any such rule and regulation can take effect.

ARTICLE XXIII - Seniority

Section 23.1 - Seniority means an employee's length of service as an employee with the Finkelstein Memorial Library since his last date of hire, and shall apply to all benefits provided by this Agreement.

Section 23.2 - Probation

a) Permanent Employees - Every permanent, full-time appointment from a civil service list shall be subject to a probationary term of twenty-six (26) weeks, including any training period.

Permanent Part-Time Employees - These employees are not appointed from a civil service list, but are subject to the same probationary term as stated above.

The probationary term for a permanent, promotional appointment (within the Library) may be shortened or waived entirely by the Library Director with written concurrence of the employee.

b) Provisional Employees - An employee who has not been appointed from a civil service list is deemed to be provisional until a test is given and s/he can be hired permanently. The civil service test may not be offered for months or even years, and the appointee is considered provisional during that entire time period. At any time during the provisional period, the employee may be terminated.

After taking the test and upon permanent appointment, an employee is subject to the probationary period as stated above. Upon completion of the probationary period, the appointee will be granted all the rights and privileges of permanent status employees. Employees who complete their probationary period shall be entered on the seniority list retroactive to their initial date of hire in the library.

c) The Union shall represent all probationary employees for the purpose set forth under Article I of this Agreement.

Section 23.3 - The Employer agrees to furnish the Union with an up-to-date seniority list annually showing the continuous service of each permanent employee. The seniority lists will show the names, job classifications, department, and date of hire of all employees entitled to seniority.

Section 23.4 - For the purpose of seniority, an employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement. However, if an employee returns to work in any capacity within one (1) year, the break in continuous service shall be removed from his record.

Section 23.5

a) A physical examination of each new employee by a physician selected by the Employer may be required before appointment. The examination will be paid for by the Employer. A report of the examination will be forwarded to the employee, the Library Director and the Board of Trustees and shall be treated confidentially.

b) In the course of employment, the Board may require an employee to undergo a physical and/or psychological examination when in their judgment it appears that the employee's general state of health and ability to function acceptably on the job are impaired. Such action can be taken only after consultation with the Executive Board of the Union.

c) The Department Head, Assistant Director or Library Director may request a Doctor's note for a staff member who becomes ill on the job due to a medical emergency regarding the health of that employee and the ability of said employee to return to work.

ARTICLE XXIV - Work Force Changes

Section 24.1

a) The term promotion means the advancement of an employee to a position of greater responsibility with an accompanying increase in pay.

b) Whenever an opportunity for promotion occurs or a job opening occurs in other than a temporary situation in any existing competitive and/or non-competitive job classification, or as the result of the development or establishment of a new classification, a notice of such openings shall be posted on all bulletin boards, stating the job classification, rate of pay, and the nature of the job requirements in order to qualify. Such posting shall be for a period of not less than two (2) work weeks.

c) During this period, employees who wish to apply for the open position may do so. The application shall be in writing, and it shall be submitted to the Director.

d) The Employer shall fill such job openings or vacancies, from among those who have applied and who meet the standards of the job requirements, except that if there is more than one (1) employee who is qualified for the job then such positions shall be filled by selecting, from among the most qualified, the employee with the greatest seniority.

e) Any employee selected in accordance with the procedure set forth above shall undergo a trial period of a minimum of thirty (30) days, but not to exceed ninety (90) days. If it is found that such employee does not meet the requirements or responsibilities of the position to which he has been selected during the trial period, or he voluntarily relinquishes such position, then such employee shall be restored to his former position.

Section 24.2

a) Temporary job openings are defined as job vacancies that may develop periodically in any job classification for a minimum of thirty (30) working days in any job classification because of illness, leave of absence or for any other reason.

b) Temporary job openings in higher classifications shall be filled by Employer assignment or reassignment from among personnel within the division in which the opening occurs, and the assignment shall be made in terms of a promotion based upon seniority and qualification.

When it is necessary for higher classification employees to work in lower classifications and volunteer for such assignment, then the least senior employee in the classification nearest the lower classification of work to be performed shall be selected and so on up until the necessary number of employees has been achieved.

c) Employees assigned to temporary job openings in higher classifications shall be paid in the salary range established for the job which in no case shall be less than one (1) step higher than his previous rate.

Temporary employees shall be hired for no more than 90 days. In certain exceptional circumstances, an extension of 30 days may be requested subject to the rules and regulations of the County Personnel Office.

d) Employees temporarily assigned to job openings in a lower classification shall not suffer loss of pay.

Section 24.3

a) Temporary employees shall be hired only to supplement the regular work force in seasonal peak periods or emergencies. No temporary employee shall fill any established vacant position, nor shall they be hired on a temporary basis to fill higher than entrance level positions, except when permanent employees in such entrance level positions, are not available to fill such positions on a temporary assignment.

b) Any employee who is hired on a temporary basis and who is subsequently transferred to permanent status will be credited with seniority for the purpose of all benefits of this Agreement from his original date of hire as a temporary employee.

c) Temporary employees who are employed for a period twenty-six (26) weeks, whether such service is broken or continuous, shall be considered as permanent employees.

d) Temporary employees shall receive the same rate of pay as probationary employees with the same classification.

Section 24.4

a) The term "demotion" as used in this provision, means the reassignment, not requested by the employee, of an employee from a position in any job classification to a lower paying position.

b) Demotions shall be made only to avoid laying off employees. In any case involving demotion, the employee involved shall have the right to elect which alternatives he will take, the demotion or the layoff.

Section 24.5

a) In the event the Employer plans to lay off employees for any reason, the Employer shall meet with the Union to review such anticipated layoff at least thirty (30) days prior to the date such action is to be taken.

b) When such action takes place it shall be accomplished by laying off temporary employees first, provisional second, probationary third, and then permanent employees, all in the inverse order of seniority.

c) The Employer shall forward a list of those employees being laid off to the Local Union Secretary on the same date that the notices are issued to the employees.

d) Employees to be laid off will have at least thirty (30) calendar days notice of layoff.

e) When an employee is laid off due to a reduction in the work force he shall be permitted to exercise his seniority right to bump, or replace an employee with less seniority. Such employees may, if they so desire, bump an employee in an equal or lower job classification provided the bumping employee has greater seniority than the employee whom he bumps.

Section 24.6

a) When a layoff is necessitated in the competitive class, after all temporary, provisional and probationary employees have been laid off, permanent competitive class employees shall be laid off in inverse order of their total seniority, including any non-competitive status.

b) Where a permanent competitive employee who holds a permanent position in a title is displaced, he may displace another employee serving in the title in direct line of promotion, provided however, that no employee shall displace any other employee having greater seniority. If a permanent employee in a position is displaced from a position in a title for which there are no lower level occupied positions in direct line of promotion, he shall displace the employee with the least seniority who is serving in a lower position in the competitive class, provided he meets the minimum qualifications of the position and he has the ability to perform that work with a minimum of training, not to exceed thirty (30) days. A competitive class employee who is being laid off and who cannot bump into another competitive position because there is no filled position to which he may apply his seniority to bump, may elect to bump into a non-competitive class position for which he has seniority. Any competitive class employee who exercises his bumping rights in a non-competitive class position shall not lose his recall rights as a competitive class employee.

Section 24.7 - When the work force is increased after a layoff employees will be recalled according to seniority. Notice of recall shall be sent to the employee at his last known address by certified mail-return receipt requested. The Union shall be notified at the same time. If any employee fails to report for work within ten (10) days from the date of mailing of notice of recall he shall be considered a quit. Recall rights for an employee shall expire after a period equal to his seniority, but in no case more than four (4) years from the date of layoff. Written notice of expiration of recall rights shall be sent to the employee at his last known address by registered or certified mail. No new employees shall be hired until all employees on layoff have been recalled.

Section 24.8

a) It is understood and agreed that the Employer will notify the Union immediately, in writing, of any decisions involving a change in its facilities or operations, whether such decision, involves expansion, partial or total closure, or termination of any facilities or operations, a consolidation, a partial or total relocation or removal of any facilities or operations.

b) Except as otherwise agreed to by the Union, the Employer shall not take any action to effectuate or implement any such change, where such action would effect the employees covered by this Agreement for a period of at least thirty (30) days from the date of such notice.

c) Employees displaced by the elimination of jobs through job consolidation or the curtailment or replacement of existing facilities in accordance with the layoff provisions of this Agreement will have preference in transferring to any other job within the Library, provided a vacancy exists, he is qualified, and if a dispute arises, it shall be subject to the terms of the grievance procedure and arbitration.

Section 24.9

a) Employees desiring to transfer to other divisions/departments shall submit an application in writing to the Director. The application shall state the reason for the requested transfer/reassignment. Answer to such requests shall be in writing and be given with two (2) work weeks. Employees requesting transfers for reasons other than the elimination of jobs shall be transferred to equal or lower paying job classifications on the basis of seniority, provided a vacancy exists.

b) When an employee is transferred/ reassigned involuntarily, he shall, upon request, be entitled to have the reason therefore stated in writing with full particularity, which statement shall become a part of his personnel file. The phrase "for the good of the Library" shall not constitute an adequate or sufficient reason for transfer/reassignment.

Any notification of such transfer/reassignment shall be in writing and at least two (2) weeks in advance of the date that such transfer/reassignment is to take place.

c) If an employee feels such transfer/reassignment is unjust, unreasonable, arbitrary or capricious, then the matter may be processed as a grievance under the grievance and arbitration procedure of this Agreement.

Section 24.10 - In the event that a layoff becomes necessary, employees to be laid off shall be given severance pay at the rate of one (1) week's pay for every year worked.

ARTICLE XXV - Overtime

Section 25.1 - Hours worked in excess of thirty five hours in any basic work week shall be compensated at the rate of one and one-half (1 1/2) times the regular hourly rate of the employee concerned except as noted herein:

A custodial and security employee shall be compensated one and one-half (1 1/2) times his regular hourly rate for hours worked in excess of forty (40) in any basic work week, or eight (8) hours in one (1) workday.

If an employee works more than 35 hours in one week (40 hours for custodial and security staff) because he/she is making up time for summer Saturday hours, this is not considered overtime.

Section 25.2 - Computation of leave with pay and holiday pay shall be included in determining the total number of hours worked in any basic work week.

Section 25.3 - Overtime hours shall be distributed equally among employees starting with the employee with the greatest seniority. Overtime can only be assigned if scheduled in advance or requested by the Director or his delegate.

Section 25.4 - All overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work overtime.

ARTICLE XXVI - Labor Management Committee

Conferences between representatives of the Employer and at least three (3) representatives of the Union on important matters, which may include the discussion of procedures for avoiding grievances and other methods of improving the relationship between the parties, may be held upon request of either party. Arrangements for such meetings shall be made in advance, and shall be held at reasonable hours as mutually agreed upon by the parties. Employees acting on behalf of the Union shall suffer no loss of time or pay should such meetings fall within their regular work hours.

ARTICLE XXVII - Union Activities on Employer Time and Premises

Section 27.1 - Employer agrees that during working hours and for reasonable periods of time on the Employer's premises and without loss of pay, employees designated as Union Representatives whose names are submitted to the Employer in writing by the Union, shall be allowed to engage in the following activities when necessary:

- a) post Union notices;
- b) distribute Union literature;
- c) transmit communications authorized by the Local Union or its officers to the Employer or his representative;
- d) consult with the Employer, his representatives, Local Union Officers, or other Union representatives concerning the enforcement of the Agreement.

Section 27.2 - In the addition to the above, employees who are members of the local Union's Executive Board, and who are scheduled to work during the time the local Union's Executive Board meetings are scheduled may be permitted to attend such meetings and be granted one hour's time off per month without loss of time or pay, provided the request for such time off is made by the Union in writing to the Director or his designee not later than five (5) work days prior to the date of the particular meeting.

Section 27.3 - Nothing in this section shall be construed as a limitation upon lawful and legitimate other Union activity during non-working hours.

ARTICLE XXVIII - Salary and Classification

Section 28.1 - Employees shall be compensated in accordance with the wage schedule established in negotiations attached to this Agreement and marked "Appendix A."

Section 28.2 - Each full time employee covered by this Agreement shall receive a longevity increase of 3% on current salary at the end of the eighth (8th), eleventh (11th), fourteenth (14th), seventeenth (17th), twentieth (20th), twenty-fifth (25th) and thirtieth (30th) years with the end determined as June 30. (This means the 3% longevity is added to the employee's current salary before the contractual salary increase is added.)

These longevity increases are to be incorporated into the existing salaries and are carried forward exactly like the first six (6) step increments, except that the longevity increases are not made on an annual basis. The above mentioned longevity increases become part of the employee's wage schedule and shall be distributed as part of regular salary.

Section 28.3 - Employees who are obliged to use their personal automobile on any and all official business, will be reimbursed in accordance with the prevailing rate.

Section 28.4 - The minimum rate for each classification shall be paid to the salaried employee upon hiring except in circumstances of special consideration by the Library Director with the approval of the Board of Trustees. Increases to the next step in the salary grade shall be made on July 1st, provided the employee has been employed for at least eight (8) months, until the maximum wage rate is reached.

ARTICLE XXIX - Emergency Closing of Library

Section 29.1 - In the event of an emergency condition (snowstorm, power failure, government fiat, etc.) which may necessitate the emergency closing of the Library, all employees scheduled to work on that day will be notified of the closing by telephone and/or radio by the Library Director or his designed representative, no later than one (1) hour before the employee's scheduled reporting time. All employees who are scheduled to work on the day of a closing will be paid for all hours they were scheduled. Custodial personnel who must come in during the hours the library is closed will receive an additional one half time for the hours worked.

Section 29.2 - In the event that the emergency condition noted in Section 29.1 is altered (i.e., improved, canceled, etc.) during the morning, the Employer reserves the right to open the Library by 1:00 p.m. on that day, PROVIDED those employees scheduled to work are so informed by the Library Director, or his designated representative between 11:00 a.m. and 12 noon. It is the responsibility of the employee to be available for contact until 12 noon on such days.

Section 29.3 - In the event that financial difficulties make it necessary to close the Library for any period of time:

a) Union representatives and all employees will be notified as far in advance as possible, and

b) Union representatives will meet with the Library Director or his designated representatives to address the situation.

ARTICLE XXX - Health and Safety

Section 30.1 - The Employer agrees to provide adequate, clean, safe and sanitary working facilities. The Employer further recognizes its responsibility to maintain conditions of safety and security around the building.

All food and beverage must be confined to the Staff Lounge area and non-public work areas in accordance with good housekeeping practice.

Section 30.2 - If in any work area the temperature remains below 60 degrees Fahrenheit for more than two hours, the employees, wherever possible, shall be moved to an acceptable work area or excused with pay for the remainder of the day. Those employees willing to remain, voluntarily, in the public service areas only, shall earn compensatory straight time.

If the temperature remains below 59 degrees Fahrenheit for more than two hours, the Library will automatically be closed.

Section 30.3 - If the temperature rises and remains at 82 degrees Fahrenheit for more than two hours in an air-conditioned area, the employees, wherever possible, shall be moved to an acceptable work area or excused with pay for the remainder of the day. Those employees will to remain, voluntarily, in the public service areas only, shall earn compensatory straight time.

If the temperature rises and remains at 88 degrees Fahrenheit for more than two hours, the Library will automatically be closed.

ARTICLE XXXI - Miscellaneous

Section 31.1 - Employees shall not be subjected to public reprimands.

Section 31.2 - The Employer shall not expect nor ask its employees to increase their output beyond reasonable limits except in an emergency.

Section 31.3 - The Employer shall furnish all necessary equipment and tools that an employee may need to perform his job duties.

Section 31.4 - The Employer shall immediately correct any errors in an employee's pay check. The Employer shall attach a statement explaining the difference in the gross pay to all pay checks containing monies different from an employee's normal rate of pay in a pay period.

Section 31.5 - The Employer shall pay the cost of producing copies of this Agreement for distribution by the Union to all present employees in the bargaining unit. The Employer shall provide copies of the Agreement to all new employees as they are hired.

Section 31.6 - Employees are paid by check every other Friday. In the event Friday is a legal holiday, payment will be made on the day preceding the holiday.

ARTICLE XXXII - Savings Clause

Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision of the court shall apply to the specific Article, Section or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree to negotiate immediately a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE XXXIII - Total Agreement

Notwithstanding any Personnel Rules and Regulations previously in effect, the foregoing constitutes the entire Agreement between the parties and shall supersede any and all Personnel Rules and Regulations, and no verbal statements or other amendments, except in amendment mutually agreed upon between the parties and in writing annexed hereto designated as an amendment to this Agreement, shall supersede or vary the provisions hereto.

ARTICLE XXXIV - Statutory Provisions

It is understood by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XXXV - Appendices

The appendices attached hereto and initialed by the parties shall be deemed a part of this collective bargaining agreement as if fully set forth herein.

ARTICLE XXXVI - Termination of Agreement

This Agreement shall be effective as of the 1st day of July 2004, except as otherwise specifically noted herein, and shall remain in force and effect until the 30th day of June 2007. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred eighty (180) days prior to the termination date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than one hundred fifty (150) days prior to the termination day; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

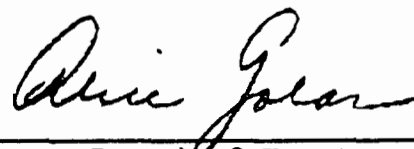
In witness thereof, the parties hereto have set their hands this 1st day of April 2005.

For: Finkelstein Memorial
Library, Local 2410
American Federation of
State, County and
Municipal Employees


Union Representative

Christian C. Ball
Union President

For: Finkelstein Memorial
Library


Pres., Board of Trustees

Lucile H. Holt
Board of Trustees

FINKELSTEIN MEMORIAL LIBRARY/UNION SALARY SCALE*
JULY 1, 2004 - JUNE 30, 2007

APPENDIX A

	CONTRACT	STEPS						
	YEAR	BASE	1ST	2ND	3RD	4TH	5TH	6TH
LIBRARIAN I	2004/05	43,697	44,797	45,897	46,997	48,097	49,197	50,297
	2005/06	45,445	46,589	47,733	48,877	50,021	51,165	52,309
	2006/07	47,263	48,407	49,597	50,786	51,976	53,166	54,356
LIBRARIAN II	2004/05	47,890	49,090	50,290	51,490	52,690	53,890	55,090
	2005/06	49,806	51,054	52,302	53,550	54,798	56,046	57,294
	2006/07	51,798	53,046	54,344	55,642	56,940	58,238	59,536
LIBRARY ASSISTANT INF. SERVICES ASST. I	2004/05	32,603	33,603	34,603	35,603	36,603	37,603	38,603
	2005/06	33,907	34,947	35,987	37,027	38,067	39,107	40,147
	2006/07	35,263	36,303	37,385	38,466	39,548	40,630	41,711
LIBRARY CLERK/TYP. SR. CLERK TYPIST	2004/05	32,148	33,148	34,148	35,148	36,148	37,148	38,148
	2005/06	33,434	34,474	35,514	36,554	37,594	38,634	39,674
	2006/07	34,771	35,811	36,893	37,975	39,056	40,138	41,219
CLERK TYPIST CLERK AUDIO VISUAL AIDE	2004/05	27,924	28,824	29,724	30,624	31,524	32,424	33,324
	2005/06	29,041	29,977	30,913	31,849	32,785	33,721	34,657
	2006/07	30,203	31,139	32,112	33,086	34,059	35,032	36,006
CUSTODIAN I	2004/05	27,459	28,259	29,059	29,859	30,659	31,459	32,259
	2005/06	28,557	29,389	30,221	31,053	31,885	32,717	33,549
	2006/07	29,700	30,531	31,397	32,262	33,127	33,992	34,858
CUSTODIAN II	2004/05	39,942	40,842	41,742	42,642	43,542	44,442	45,342
	2005/06	41,539	42,476	43,412	44,348	45,284	46,220	47,156
	2006/07	43,201	44,137	45,111	46,084	47,058	48,031	49,005
Step Increases (\$):	Librarian I	1,100	Library Clk/Asst.		1,000	Custodian I		800
	Librarian II	1,200	Clerk/Typist		900	Custodian II		900

*Longevity not included

APPENDIX A1

**UNION CONTRACT
JULY 1, 2004 – JUNE 30, 2005
HOURLY (BASE) RATES**

	<u>2004/05</u>	<u>2005/06</u>	<u>2006/07</u>
Clerical	13.94	13.94	13.94
Custodial Worker	12.00	12.00	12.00
Library Assistant	17.30	17.30	17.30
Librarian I	24.01	24.01	24.01
Page I	8.00	8.00	8.00
Page II	9.00	9.00	9.00
Security Aide I	13.50	13.50	13.50

APPENDIX B

Section 1:

All employees who work on Sundays shall be compensated at a rate of one and one half (1 1/2) times their regular hourly rate. Such employees may, by arrangement with the Library Director, elect instead to receive compensatory time off on the basis of one and one half (1 1/2) hours off for each hour worked on Sunday, but at their regular rate of pay.

Section 2:

The wage increase of **3.5%** for the fiscal year **July 1, 2004-June 30, 2005** shall be **retroactive to July 1, 2004**.

Effective **July 1, 2005**, all employees shall receive a wage increase of **4%**.

Effective **July 1, 2006**, all employees shall receive a wage increase of **4%**.

THIS CONTRACT SHALL BE IN EFFECT FOR THREE (3) YEARS.

